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January 19, 2024

Via Email: dmunro@jonesday.com

Don Munro, Esq.
Jones Day
51 Louisiana Avenue, N.W.
Washington, D.C. 2001.2113

Re: NetJets' Letter of January 15, 2024 Alleging Unlawful Self-help

Dear Don:

I am writing on behalf my client, NetJets Association of Shared Aircraft Pilots ("NJASAP" or "Union"), in response to your letter of January 15, 2024, in which NetJets Aviation Inc. ("NetJets") alleges that it has "observed" certain "concerted" changes in pilot behavior that have disrupted the statutory "status quo" under Railway Labor Act ("RLA"), 45 U.S.C. § 151 *et seq.* Specifically, your client alleges that: 1) there has been a "dramatic increase in the pilot-sourced break rate, which is a measurement of how often pilots are submitting write-ups that ground aircraft," 2) fatigue rates have "spiked," and 3) the rate at which pilots accept extended duty days "has declined." Your letter included an "Attachment A" with charts purporting to graphically depict these alleged "changes in pilot behavior;" however, the letter and attachment did not include any underlying data nor your client's methodology to create the charts.

The letter also claims that beginning in July 2023 that "in as many as a dozen messages" NJASAP encouraged such alleged pilot behavior. However, none of the messages were attached to your letter nor were the messages identified by date or otherwise.

Consequently, NetJets has failed to provide even the minimum of amount of information necessary to support its claim that RLA Section 2, First obligates NJASAP to: 1) intervene "at all levels" to stop the pilots from engaging in such behavior and enforce those instructions through the imposition of "fines or other union discipline," 2) explain to NetJets what, in particular, NJASAP is doing "to enforce the agreement," and 3) provide a formal written assurance to NetJets that NJASAP and its members will, going forward, fully comply with their obligations under the RLA and confirm in writing that no further self-help will be tolerated by NJASAP prior to full exhaustion of the major dispute procedures of the RLA.

To be clear, NJASAP disputes the allegations in your letter. NJASAP has no evidence of any such conduct, and you have not provided any. Your letter's Attachment A "Analysis of NetJets Pilot Activity and Operational Impact" on its face is suspect, as it cherry-picks dates for comparison with no explanation of the methodology used. Your client further fails to identify a single pilot who has engaged in wrongful behavior and does not link any alleged change to any specific NJASAP communication. NetJets has not provided a single write-up for maintenance which was improper either. At the same time, your client recklessly demands that NJASAP fine and discipline pilots for compliance with Federal Aviation Regulations and NetJets' policy, such as for writing up mechanical discrepancies discovered on NetJets' aircraft.

Accordingly, NJASAP demands that you immediately provide the underlying data, methodology and other information relevant to your claims as set forth in **Attachment 1**. NJASAP will immediately perform its own independent analysis of the data to evaluate your client's claims. In addition, NJASAP has no idea what you mean by explaining "to the company what, in particular, NJASAP is doing to enforce the agreement." Are you referring to the collective bargaining agreement? Kindly advise us of the meaning of this demand?

We request to meet and confer over all of NetJets' claims with your client at the earliest opportunity. Kindly provide your earliest dates.

Further, while not admitting any wrongdoing nor any obligation to do so, NJASAP has already communicated NetJets' allegations to the pilots, confirmed that NJASAP does not support or condone any slowdown or other forms of unlawful self-help, and instructed its members to refrain from all illegal behavior in **Attachment 2**, which was emailed to the Union's membership today.

Very truly yours,

**WENTZ, MCINERNEY,
PEIFER & PETROFF, LLC,**

/s/ *James Petroff*

James Petroff, Esq.



Labor Law

Cc: NJASAP Executive Board
Rupa Baskaran, Esq., NJASAP General Counsel

ATTACHMENT 1

NJASAP Initial Data Request

REDACTED

ATTACHMENT 2

NJASAP

Dear Fellow NetJets Pilots and NJASAP Members:

On January 15, 2024, NetJets Association of Shared Aircraft Pilots (“NJASAP” or “Union”) received a letter from legal counsel representing NetJets Aviation, Inc. (“NetJets” or “Company”) alleging that that NetJets pilots are engaging in an unlawful slowdown in connection with voluntary negotiations over amendments to the 2020-Collective Bargaining Agreement (“Agreement”). The Company’s letter alleges, in pertinent part:

... NetJets has seen a change in pilot behavior since about July 15, 2023. The conduct has worsened in recent months, and has been especially bad since the bargaining ended in November. Detailed data regarding the pilots’ change in behavior is provided in the attachment, addressing three specific forms of conduct:

- 1. There has been a dramatic increase in the pilot-sourced break rate, which is a measurement of how often pilots are submitting write-ups that ground aircraft. Pilot-sourced breaks have increased from an average of 36.8 per day in early 2023 to an average of 50.5 per day in recent weeks. This increase is statistically significant, meaning that it cannot be explained as just random variation.*
- 2. Fatigue rates have also spiked. From October of 2022 (when the company adopted its current fatigue mitigation policy) to July 14, 2023, the fatigue calls averaged about 12.8 per day. Since September 1, the per-day average has been 23.0 per day, which is again, a statistically significant increase. Fatigue calls have been unusually high since September 1 despite the fact that average duty times have decreased over the same period. See Attachment A at 5 - 8.*
- 3. The rate at which pilots accept extended duty days has declined. There has been a marked decline in the offer acceptance rate every month since July 2023. See Attachment A at 9.*

In combination, these various changes in pilot behavior have had a material adverse impact on NetJets’ operations. Flight delays are up, especially in the last two months. See Attachment A at 10 - 11. These

delays cause irreparable damage to NetJets' brand and service reputation. NetJets has also suffered decreased aircraft availability and increased operational expenses.

The pilots' behavior in this regard has been none-too-subtly encouraged in a series of NJASAP communications to its members. NetJets is aware of as many as a dozen messages that suggest - using the typical union code words for self-help - that pilots should take action to reflect their unhappiness with the state of voluntary negotiations. Beginning in early July, several messages focused on "fatigue," couched in terms of "reminding" pilots of their right to call in fatigued and urging pilots to call the Steward on Duty for "assistance." A series of related messages from NJASAP around this same time highlighted maintenance write-ups, again encouraging pilots to "address maintenance issues" and darkly hinting at "disturbing reports" about maintenance "trends" at NetJets. These communications have continued throughout the fall and early winter. Indeed, just a few days ago, NJASAP sent out another message urging crews to "document a discrepancy(s) when and where it occurs," and to "[p]rotect yourself and your license" by refusing to fly "until you are certain your aircraft is safe and airworthy." Everyone involved - the company, the union, and the pilots - understands that these communications are promoting self-help.

Contrary to the allegations in the Company's letter, which your Union adamantly denies, NJASAP does not in any manner condone or advocate that pilots engage in slowdowns or other concerted activity to negatively impact NetJets' operations, including but not limited to changing their behaviors with respect to maintenance write-ups, fatigue calls or performing voluntary extended days. NJASAP communications concerning the three issues raised in the Company's letter are never intended to cause pilots to engage in a slowdown or to apply other forms of economic pressure on the Company's operations, but instead are in response to NJASAP and its members' concerns about operational pace, pilot fatigue and maintenance practices wholly unrelated to contract negotiations. Any inference that these communications were directly or indirectly related to contract negotiations is hereby denied and disclaimed. Slowdowns and other forms of concerted activity undertaken for the purpose of causing NetJets to make changes to the Agreement in voluntary collective bargaining negotiations are unlawful and violate the Railway Labor Act. Any pilot or group of pilots engaging in such unlawful activities should immediately **cease and desist**.

Presently, NJASAP is reviewing the data NetJets attached to its letter, preparing a related information request to send to the Company and beginning the process of analyzing the Company's interpretation of the data and related allegations.

It is important to state that nothing contained in the Company's letter to NJASAP or this letter to you should be interpreted to mean that a pilot should engage in unsafe behavior. As individual pilots, we have a legal and moral duty to ensure the safety of flight crews and passengers. Just as you should refrain from changing your behavior on the line to impact contract negotiations, you should also refrain from second-guessing yourself when it comes to safety. In saying this to you, NJASAP is not speaking in "code" or "signaling" you to engage in a slowdown or other forms of economic pressure for the purpose of causing management to return to negotiations, to accept Union proposals, to modify Company proposals or to otherwise make changes to the Agreement.

Any such inference is hereby denied and disclaimed. Indeed, nothing in this letter should be read to mean pilots should engage in any form of slowdown or other forms of economic pressure against the Company's operations. Rather, individual pilots should always use their best professional judgment when performing their duties independent of the status of contract negotiations with NetJets.

NJASAP will provide additional information in the future related to the matters discussed in this letter. NJASAP remains committed to representing the best interests of all pilots and will continue to do so moving forward.

Sincerely,

NJASAP Executive Board

PROFESSIONAL REPRESENTATION FOR PROFESSIONAL PILOTS

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NJASAP

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